

# **EXHIBIT C**

## Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is made effective as of 2/26/15 by and between **Electric Forest LLC**, a Delaware limited liability company, with offices at 2060 Broadway St., Ste. 225, Boulder, CO 80302 ("Promoter") on the one hand, and **Roots Rock Rage, LLC** with offices at 529 W Ash Street, Mason, MI 48854. ("Sponsor").

### Recitals

WHEREAS, Promoter is involved in organizing, promoting and presenting an event known as "*Electric Forest*" which is scheduled to be held from Thursday, June 25, 2015 to Sunday, June 28, 2015 in Rothbury, Michigan (the "Event") at the Double JJ Resort (the "Venue").

WHEREAS, Sponsor desires to become a sponsor of the Event pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing promises and mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Term. Subject to either party's rights to terminate this Agreement in accordance with Section 10, the term of this Agreement ("Term") shall commence as of the date hereof and expire at the conclusion of the Event or the date on which all obligations of the parties have been fulfilled.
2. Cost. Sponsor agrees to pay to Promoter an amount equal to \$10,000.00 (the "Fee") for the benefits described in Section 4 below in connection with the Event during the Term. The Fee will be paid to Promoter within 15 days of execution of this Agreement. No on-site activation will be permitted until this Agreement had been fully executed and the Fee has been paid in full to Promoter.
3. Official Partner / Exclusivity. Sponsor will be an official partner of Electric Forest 2015 and exclusive provider of Event pins.
4. Sponsor Benefits. In exchange for payment of the Fee, Promoter agrees that Sponsor shall have the rights and benefits set forth in Exhibit A (the "Elements") for the Event. Sponsor acknowledges that there are additional costs to Sponsor associated with the Elements and unless otherwise expressly agreed in writing by both parties, additional costs, including but not limited to all materials for advertising such as artwork and costs associated with the production and execution of the Elements, shall be the sole responsibility of Sponsor. All out-of-pocket costs for promotions, client entertainment, etc., which are not specifically included in Exhibit A as being the responsibility of Promoter, shall be paid for and provided by the Sponsor. All tickets or passes to the Event granted to Sponsor as part of the Elements are for Sponsor's use including for promotional purposes; provided, however, any resale of the Event tickets or passes is prohibited.
5. Force Majeure. In the event either Promoter or Sponsor is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. Notwithstanding the foregoing, if the Force Majeure Event results in Promoter being unable to reschedule the Event within the 2015 calendar year, Sponsor will be entitled to terminate this Agreement upon written notice to Promoter and Promoter agrees to promptly refund to Sponsor a pro-rata amount of the Fee previously paid to Promoter in connection with such Event. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of either party such as artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.
6. Representations and Warranties; Covenants. Each party hereby represents, warrants and agrees that (a) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of such party, (b) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (c) the execution, delivery and performance of this Agreement will not violate the provisions of

any agreement to which it is a party or by which it is bound and (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement.

7. Trademarks and Copyrights. The parties each grant to the other a limited right to use only for the purposes of advertising and promoting the Event and only during the term of this Agreement, the trademarks, trade names, service marks, logos, or other identifying mark of the other, and any copyrighted or copyrightable materials which include any marks or names of the other (the "Intellectual Property"). All reproduction and use of the Intellectual Property of either party shall be under the strict control and supervision of the owner. All Intellectual Property supplied to the other party under this Agreement shall belong to and remain the sole property of the owner and neither party shall have or acquire any right to copy, reproduce, publish or use such other party's Intellectual Property except in connection with the specific purposes of and in accordance with this Agreement. Upon termination or expiration of this Agreement, usage of such other party's Intellectual Property shall cease. Upon termination or expiration of this Agreement for any reason, neither party is entitled thereafter to use or refer to the other party's Intellectual Property in any manner. The parties agree to return to each other any Intellectual Property (and all copies thereof) of the other in its possession, as applicable, within ten (10) days of termination or expiration of this Agreement. Notwithstanding the foregoing, to the extent any logos, trademarks, service marks, names or other images displayed on the Event site ("Sponsor Marks") (collectively the "Marks") by Sponsor appear incidentally in any photographs, video or other images taken by Promoter or its designees (collectively "Images"), then Sponsor hereby consent to Promoter's use of such Marks as such Marks appear incidentally in the Images in any manner provided however, in no circumstance shall any Marks of Sponsor be isolated from or emphasized or highlighted in any way over any marks of any other party appearing in the Images.
8. Indemnification. The parties hereby agree to protect, defend, indemnify and hold harmless each other, and their respective affiliates, officers, directors, shareholders, members, agents and employees from and against any and all third party claims, demands, damages, losses or expenses, of any nature whatsoever, including court costs and reasonable attorneys' fees, arising directly from or out of any breach by that party of any of its representations, warranties or obligations hereunder or its negligence or willful misconduct, except to the extent attributable to the negligence or willful misconduct of the other party. This section shall survive the termination of this Agreement.
9. Insurance.
  - a. Promoter will procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the duration of this Agreement: (i) worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Promoter hereunder and employer's liability with minimum limits of at least Five Hundred Thousand Dollars (US\$500,000.00); (ii) commercial general liability insurance covering bodily injury and property damage with minimum limits of at least One Million Dollars (US\$1,000,000.00) for any claim arising out of a single occurrence and Five Million Dollars (US\$5,000,000.00) for all claims in the aggregate, and (iii) to the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) each accident. Within seven (7) days of the execution of this Agreement, Promoter will deliver to Sponsor certificates evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse Sponsor as an additional insured under the policies in (ii) and (iii) above. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to Sponsor. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, Promoter will deliver replacement insurance to Sponsor.
  - b. Sponsor shall have and keep in effect at all times during the term of the Agreement commercial general liability insurance issued by a financial responsible insurer licensed to do business in the state of the applicable Event with current AM Best Rating of AVII or better in the amount of not less than five million dollars (\$5,000,000) in the aggregate and two million dollars (\$2,000,000) per occurrence) to insure against liability arising from bodily injury, property damage, personal injury or death including products and completed operations and contractual liability insuring the provisions of

the indemnification agreement above; commercial automobile liability for all owned, non-owned and hired automobiles with bodily injury and property damage limit of not less than two million dollars (\$2,000,000) combined single limit; statutory workers' compensation insurance meeting all state and local requirements, including coverage for employer's liability with limits of no less than five hundred thousand dollars (\$500,000). Not less than thirty (30) days prior to the Event, Company will provide a certificate of insurance evidencing such insurance to Operators. The certificate of insurance must include name **Electric Forest, LLC; Madison House Presents, LLC; Insomniac Holdings, LLC; AEG Live, LLC; Live Nation Entertainment, Inc.; Antler Bar Amusements, LLC; Thoroughbred Investments, LLC; Double JJ Propco, LLC; Survivor Quest;** and each of their respective parent companies, subsidiaries, affiliates, officers, directors, representatives, employees, subcontractors, agents and any other party reasonably designated by these entities as additional insureds thereunder. The insurance must be primary coverage without right of contribution from any Company insurance. Company will immediately notify Operators, in writing, of any changes that are made to any of the terms or coverage provided by each such policy.

10. Termination. This Agreement may be terminated for cause by either party on written notice to the other party upon the happening of any one of the following: (i) the filing by or against either party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by either party if there is a material breach, failure to perform or default by the other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within three (3) days of one party's receipt of written notice from the other. In the event this Agreement is terminated by Sponsor in accordance with part (ii) of this paragraph set forth above, Promoter agrees to refund to Sponsor any amounts paid to Promoter with respect to the Event less the reasonable fair market value of the benefits provided as of the date of such termination as Sponsor's sole remedy.
11. Waiver of Property Damage. Sponsor agrees that Promoter shall not be responsible for any loss or damage to any property of Sponsor at the Event resulting from fire, theft or any other causes, and Sponsor expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
12. Notices. All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the parties at the addresses first set forth above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.
13. Restriction of Assignment. Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; except that Promoter shall be entitled to assign its rights and obligations hereunder to an affiliated or related party without the prior written consent of Sponsor.
14. Waiver. The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.
15. Entire Agreement. This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by both parties.
16. Counterpart; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or photocopies of signatures shall be as valid as originals.

17. Governing Law; Forum Selection Clause. This Agreement and the parties' conduct arising out of or related to it shall be governed by California law, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Los Angeles County, and the parties hereby consent to the exclusive jurisdiction and venue of such forum.
18. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.
19. No Restrictions. Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of either party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.
20. Green Mission. The Event is a festival aiming for zero waste. Sponsor agrees to use commercially reasonable efforts at its sole cost and expense to comply with the Event's Green Mission as it relates to their obligations pursuant to this Agreement. The "Green Mission" means seeking sustainable products over less eco-friendly equivalents, recycling and composting all waste pursuant to the Event's waste diversion rules and procedures promulgated by the Producers using the on-site system, replacing disposable products with reusable products, minimizing use of collateral materials and packaging, printing Event related materials on 100% recycled paper, bringing only what is needed for the Event and taking away what is not distributed.

*[signature page follows]*

IN WITNESS WHEREOF the parties have executed this Agreement by their properly authorized signatories as of the date first written above.

**Roots Rock Rage, LLC:**

By: Nathan Russell

Name: Nathan Russell

Title: Owner

Date: 2/20/15

**Electric Forest, LLC:**

By: Jeremy Stein

Name: Jeremy Stein

Title: President

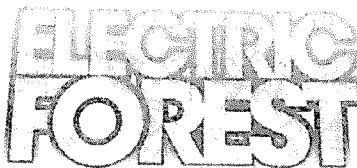
Date: 2/26/15

Sponsor Rights and Benefits for Event

In addition to those rights set forth in Section 3 of this Agreement, if any, Sponsor shall be entitled to the following rights and benefits related to the Event during the Term of this Agreement:

2015 DEAL POINT MEMO: 12/20/14

# Roots.Rock.Rage



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<b>SPONSORSHIP OVERVIEW</b>	ELECTRIC FOREST will build a sponsorship and marketing platform for Roots.Rock.Rage. Roots.Rock.Rage will be an official sponsor of Electric Forest.
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<b>CONTRACT TERM</b>	January 1, 2014 – July 1, 2015
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<b>EVENT</b>	Electric Forest Double JJ Ranch – Rothbury, MI June 25 – 28, 2015
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<b>SPONSORSHIP RIGHTS</b>	<ul style="list-style-type: none"><li>• Designation as an official sponsor and the exclusive pin sponsor of Electric Forest 2015 (no other official pins will be sold)</li><li>• Promotional rights to use Electric Forest logo and event name within internal and external communications, advertising and promotions (pending approvals)</li><li>• Opportunity to explore multi-year deal (2015, 2016, 2017) and exclusivity for official festival pins</li></ul>
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<b>ON-SITE ACTIVATION</b>	<ul style="list-style-type: none"><li>• Roots.Rock.Rage to receive a ten-by-twenty (10'x20') footprint for activation in a high traffic area</li><li>• Roots.Rock.Rage to receive a ten-by-ten (10'x10') footprint for activation in a high traffic area</li><li>• Right to sell 400 official Electric Forest pins within each (2) vending locations, (during festival days only – no sales online or before/after festival dates)</li><li>• Roots.Rock.Rage to produce 3 official Electric Forest designs (1 design will be exclusively sold at official festival merchandise locations)</li></ul>
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<b>PROMOTIONS</b>	<p>Inclusion in Electric Forest Plug-in Program prizing</p> <ul style="list-style-type: none"><li>• Electric Forest is motivated and inspired by the creativity of its community, and has fostered incomparable participation and loyalty among its fans through it's Plug In Program. See more info below.<ul style="list-style-type: none"><li>○ <a href="http://plugin.electricforestfestival.com/plugin-blog/">http://plugin.electricforestfestival.com/plugin-blog/</a></li><li>○ Electric Forest to manage, promote, and oversee all aspects of contest.</li></ul></li></ul> <p>Inclusion in Electricology Program prizing</p> <ul style="list-style-type: none"><li>• Electricology, Electric Forests' sustainability program, reaches to all corners of the festival. With forward-thinking initiatives, fantastic prizes, and innovative</li></ul>
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experiences, fans are eager to help keep The Forest clean! See more info below.

- o <http://www.electricforestfestival.com/electricology.php>

#### MEDIA EXPOSURE

- Logo and link included on Partners page of festival webpage <http://www.electricforestfestival.com/partners.php>
- Two (2) posts on social media outlets such as Facebook, twitter, and Instagram announcing participation
- Logo inclusion on sponsor screen on main stage side video walls (during set breaks)
- Festival App Inclusion - (Approximately 30,000 new app users):
  - o Level 1 - Partner Sponsor
    - Logo banner inclusion on the Electric Forest "Partners" tab on the mobile app (1 tab)
    - 640 x 184 clickable image to desired website
    - Approx. 10K views in 2014
- Additional Media Exposure in connection with Plug-in Program
  - o One (1) contest page featured on the Plug In front-page on Electric Forest website
  - o One (1) post on the Forest Blog on Electric Forest website
  - o One (1) Electric Forest social media post announcing contest and tagging sponsor
  - o One (1) Electric Forest social media post recapping contest and tagging sponsor
- Additional Media Exposure in connection with Electricology
  - o One (1) post on Electric Forest social media outlets such as Facebook, twitter, and Instagram announcing participation
  - o One (1) push notification through app reminding fans to redeem points
  - o Logo and link included on Electricology page of festival webpage

#### TICKETS

- Two (2) Elevated access Guest passes for top level staff (\$1350 value)
- Six (6) Vendor passes for working staff (\$1680 value)
- Six (6) general admission wristbands for promotional use (\$1680 value)

#### INVESTMENT

\$10,000

Trade: Six Hundred (600) Official Electric Forest Festival pins for festival to sell  
 Four hundred (400) "Four In The Forest" pins for festival to provide to "Four In The Forest" ticket holders (timing TBD)  
 Twenty (20) items for Plug In Program prizing  
 Twenty (20) items for Electricology Program prizing

#### SCHEDULE OF PAYMENT

\$5,000 due on January 15, 2015 // \$5,000 due by May 1, 2015

#### CONTACTS

Darcy Rae Schneider  
 Electric Forest  
[darcy@madisonhousepresents.com](mailto:darcy@madisonhousepresents.com)  
 303-518-9805